# SERIAL 03005 -C ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC):

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# **CONTRACT PERIOD THROUGH MARCH 31, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC):

ASPHALT, EMULSIFIED AND OIL AND PETROLEUM RESIN

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on MARCH 19, 2003.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/**jmk** Attach

Copy to: Clerk of the Board

Jim Baker, MCDOT

Sharon Tohtsoni, Materials Management

(Please remove Serial 99171-X, 00013-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: ROAD AND HIGHWAY BUILDING MATERIALS (ASPHALTIC): ASPHALT, EMULSIFIED AND OIL AND PETROLEUM RESIN

## 1.0 **INTENT**:

The intent of this Invitation for Bid is to establish a contract for petroleum resin, liquid and emulsified asphalt, latex modified emulsified asphalt, tire rubber sbs polymer combination asphalt, asphalt acrylic seal, and high float multigrade asphalt. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Quantities of material anticipated to be purchased on an annual basis are listed on the pricing pages. All bidders should understand that the usage quantities listed are "best estimates" and may vary greatly in actuality.

## 2.0 TECHNICAL SPECIFICATIONS:

Quantity of material and delivery point: ASPHALT, EMULSIFIED, AND OIL AND PETROLEUM RESIN in amounts to be specified on purchase orders and at times designated by the Maricopa County Department of Transportation (MCDOT).

#### 2.1 PETROLEUM RESIN:

Petroleum resinous type emulsion, Coherex<sup>TM</sup> or approved equal, shall meet the requirements of section 792 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

# 2.2 LIQUID AND EMULSIFIED ASPHALT:

MC-250, MC-800, and SS-1H, shall meet the requirements of sections 712 and 713 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

# 2.3 LATEX MODIFIED EMULSIFIED ASPHALT: (FOR CHIP SEALING)

 $\mbox{CRS-2H} + \mbox{LATEX}$  MODIFIED ASPHALT EMULSION SHALL MEET THE REQUIREMENTS OF TABLE 1.

TABLE 1 - LATEX MODIFIED EMULSIFIED ASPHALT			
PROPERTY	TEST METHOD	REQUIREMENT	
Tests on Emulsion			
Saybolt Furol Viscosity, SFS @ 77°F, SFS	ASTM D-244	75 to 300	
Settlement, 5 Days, %	ASTM D-244	5 max.	
Storage Stability 1 day, %	ASTM D-244	1 max.	
Sieve Test, %	ASTM D-244	0.10 max.	
Residue by distillation, Evaporation, %	ASTM D-244	65 min.	
Demulsibility, %	ASTM D-244	40 min.	
Test on Residue by Evaporation - (CT 331)			
Latex Solids, % (Note 1)	ASTM D-244 Certificate of Compliance required	2 min.	
Kinematic Viscosity, Kin, cst, 275°F,cSt	ASTM D-2170	700 min.	
Penetration @ 77F, 100g/5 sec, Dmmdmm	ASTM D-5	40 to 90	
Ductility,@ 77°F, 5cm/min, Cmcm	ASTM D-113	75 min.	
Solubility in TCE, %	ASTM D-2042	97.5 min.	
Tortional Torsional Recovery @ 77°F, %	CA CT332	18 min.	
Toughness, In-Lb. (Note 2)	—ASTM D-5801	— 110 min.	
Tenacity, In-LB. (Note 2)	— ASTM D-5801	— 75 min.	

Note: (1) By weight of total solids, Asphalt plus Latex solids.

Note: (2) Benson Method of test for toughness and tenacity, Scott tester, inch pounds @ 77°F, 20 inches per minute pull rate, tension head 7/8 inch diameter.

2.4 TIRE RUBBER SBS POLYMER COMBINATION ASPHALT: (FOR CHIP SEALING)
TIRE RUBBER SBS POLYMER COMBINATION ASPHALT SHALL MEET THE
REQUIREMENTSOF TABLE 2:

TABLE 2 - TIRE RUBBER SBS POLYME	R COMBINATION ASPHALT		
PROPERTY	TEST METHOD	REQUIREMENT	
Ground Tire Rubber content, %	Certificate of Compliance required	5.0 min.	
SBS Polymer, %	Certificate of Compliance required	2-3	
Penetration @ 77°F, 100g/5 sec, dmm	ASTM D-5	55-90	
Kinematic Viscosity @ 275°F,-cSt Centistokes	ASTM D-2170	2000 max.	
Softening Point, °F	ASTM D-36	140 min.	
Solubility, % (3 set average)	ASTM D- <b>2042</b> 5546	97.5 min.	
Solubility, % (single test)	— ASTM D-5546	—95.0 min.	
Elastic recovery @ 77°F, 20 cm elongation, 5cm/min, % Recovery after 1 hour	ASTM D-6084 <b>Modified</b> Modify 10cm to 20cm	55 min.	
Separation of Polymer, 325° F, %	**TEX 540-C Note 1	4 max.	
Retained Penetration Ratio (RTFOT Pen. @ 77°F, 100g / 5 sec) (Original Pen. @ 77° F)	ASTM D-5	0.6 - 1.0	

\*\*Note 1 A 350-gram sample of the asphalt-ground rubber blend is poured into a friction top, pint can {approximately 3.5 in. diameter and 4 in. height} and stored for 48 hours at 325° F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exists about the separation of polymer, samples will be taken from the top and bottom for softening point determination. A difference between the softening points of top and bottom samples of 4% or more, based on the average of the top and bottom softening points, constitutes separation. (Tex-540-C)

Storage, Heating and Application Temperatures: Asphalt containing particulate modifiers may be susceptible to separation of the modifier. Appropriate circulation or agitation in storage shall be provided if separation of the modifier is expected, suspected or if the modified asphalt will be stored at elevated temperature for more than one day before use.

Application and storage temperatures shall comply with the following requirements in Table 2A:

# TABLE 2A

STORAGE, HEATING AND APPLICATION TEMPERATURES				
Type-Grade	Recommended	Maximum Allowable,	Heating and	Storage
	Range, F	F	Maximum, F	
AC-15-5TR	325-360	375	375 ** <b>Note 2</b>	

<sup>\*\*</sup>Note 2 In general, Maximum maximum-temperature for storage by the asphalt supplier or the Contractor shall be 360 F. For AC-15-5TR. When designated for surface treatment work, the temperature may be increased to a maximum of 375 F by the supplier loading through an in-line heater, or with the Engineer's permission, these materials may be heated to a maximum of 375 F by the Contractor just prior to application. In any case, the heating, storage, and application temperatures used shall be the lowest temperatures practical.

## 2.5 ASPHALT ACRYLIC SEAL: (FOR PRESERVATIVE SEALING)

ASPHALT ACRYLIC SEAL SHALL MEET THE REQUIREMENT OF TABLE 3:

TABLE 3 - ASPHALT ACRYLIC SEAL			
PROPERTY	TEST METHOD	REQUIREMENT	
Saybolt Furol Viscosity, 77°F, SFS Seybolt Furol, sec	AASHTO T-72	15 to 40	
Sieve, %	AASHTO T-59	0.1 max.	
Acrylic solids, % (note 1)	CA CT 401	15 min.	
Residue by Evaporation, %	AASHTO T-59	53 min.	
Tests on Residue (Note 2) by Low Temp	erature Vaccum Distillation (A	AZ 504)	
Elongation, @max stress, @77°F, % Note 2	AASHTO T-59	25 min.	
Elongation @ break, % Note 2	AASHTO T-59	800 min.	
Exposure, Q.U.V.	(Note 3 <u>&amp; 4</u> )	450 min.	
Softening point, °F	AASHTO T-53	130 min.	
Dutility @ 77°F, 5cm/min,cm (5cm/min)	AASHTO T-51	20 min.	
Penetration @ 77°F, <b>100g/5 sec</b> , dmm (100g for 5 sec)	AASHTO T-49	20 to 80	

Note: (1) The uncured Acrylic Polymer Latex Elastomer shall be composed of **100%** vinyl acrylic polymer or acrylic monomers formulated without plasticizers.

Note: (2) Dogbone 0.125 inch by 0.250 inch, aged  $73^{\circ}F \pm 2^{\circ}F$ , 50% relative humidity, one week before testing. One-inch guage length, 8 inches per minute pull rate.

Note: (2) Recovery of the Modified base asphalt shall be accomplished by the use of AASHTO T-59 sections 13-15. After completing the recovery process, a minimum of 95 % of the residue in each container must be recoverable in a homogeneous state for physical testing. Any clumps must be redispersible upon stirring.

Note: (3) Concentrate diluted with water (2/1), spread rate 80 square Feet per gallon (25 mil dry film). Film cured over night at 77°F. Testing done using Zenon Arc per ASTM D-529 modified.

Note: (4) Q.U.V. from Q panel company.

Bulb type: QFS-40

O.U.V. settings as follows:

Condensate cooling timer: 15

Cycle timer: 4-2 hr UV Cycles / 4-2 hr Condensate Cycles

UV Power & Thermostat Adjustments: 2.0 & 2.5

Condensate Power & Thermostat Adjustments: 2.0 & 2.5

## 2.6 HIGH FLOAT MULTIGRADE ASPHALT: (FOR CHIP SEALING)

HIGH FLOAT MULTIGRADE ASPHALT CEMENT SHALL MEET THE REQUIREMENTS OF SECTION 713 OF THE MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION AND REVISION, EXCEPT AS MODIFIED HEREIN. HIGH FLOAT MULTIGRADE ASPHALT CEMENT SHALL MEET THE REQUIREMENTS OF TABLE 4:

TABLE 4 - HIGH FLOAT MULTIGRADE ASPHALT				
PROPERTY	TEST METHOD REQUIREMENT			
<b>Absolute</b> Viscosity @ 60° C, sec, Poise	ASTM D-4957	2,000-35,000		
Flash Point, °C	ASTM D-92 Note 1	66 Min.		
Distillate Distillation Test:				
Total Distillate Volume, % Note 2				
To 225 °C (Note 1)	ASTM D-402	0-2		
To 260 °C	ASTM D-402	0-5		
To 316 °C (Note 2)	ASTM D-402	15-75		
Residue from distillate <b>distillation</b> to 360° C, % Volume by Difference,	ASTM D-402	85 Min.		
Water, %	ASTM D-95	1.0 Max.		
Tests on Residue from Distillation:				
Penetration @ 25 °C, 100g, 5 sec., dmm.	ASTM D-5	75-260		
Float Test @ 60° C, sec.	ASTM D-139	1200 Min.		
Solubility, %	ASTM D-2042	99.0 min.		

Note: (1) Refer to ASTM D-1310 for flash points below 79°C

Note: (12) This is based on the % of total distillate and not the total sample.

Note: (2) This meets the recommended guidelines established by EPA for non-VOC materials.

## 2.7 HEATED WATER & TRUCK FLUSHING SERVICES:

Vendor shall provide hot water to the County at vendor's terminal at a minimum temperature of 130°F to enable the County to dilute emulsified products if so desired. The vendor shall include in this bid a cost for truck flushing service. This service will enable the County to clean distributor trucks, by dissolving with cutback, previously used material in the trucks.

Vendor shall have facilities providing hot water and truck flushing service at the same address/facility where product is stored.

# 2.8 MATERIAL REJECTION:

Material supplied/delivered by the vendor which, after testing, if found not to meet minimum specifications will be adjusted and/or rejected in accordance with Section 105 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition and revision.

All products shall meet the specifications as noted in this bid. All equivalents must have prior testing and approval by the Maricopa County Department of Transportation. No substitute products allowed.

#### 2.9 STORAGE FACILITIES:

Vendor shall have storage facilities in the Phoenix metropolitan area where the County can use their own equipment to pick up reasonable and minimum quantities of contract materials as needed from 5:00 A.M. to 5:00 P.M. on weekdays and from 5:00 A.M. to 5:00 P.M. on Saturdays. Vendor shall provide Certified scales and Certified Weighmaster at its storage facility.

#### 2.10 DELIVERY:

Vendor will be required to deliver material on 24 hours notice to any section of Maricopa County. Typically, vendor will be required to deliver not less than 10-ton loads unless specifically instructed to deliver a smaller quantity. Flat rates for material delivery and return will be stated by the vendor by zone on the pricing pages of this call for bids.

# 2.11 CANCELLATION:

Maricopa County retains the right to cancel order or delivery at any time in event of inclement weather or other emergency, and vendor shall then deliver the specified materials at proper temperature to the County at a new time at no additional cost.

# 2.12 EQUIPMENT & PRICES:

Vendor may be called upon to furnish a one man bituminous distributor truck with a capacity of not less than 1300 gallons. Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Construction, Section 404, latest edition and revision, and must have a computerized distribution system. Vendor shall include in the bid the distributor truck rental price per hour, fully operated, and maintained for one man operation.

Vendor shall also submit prices in this bid for storage tanker rental, transport standby time, delivery flat rate, and return delivery flat rates.

## 2.13 PRICE ADJUSTMENTS:

Maricopa County may allow price increases in the amount of the manufacturer's or wholesalers price adjustment. Price decreases by the wholesaler, similarly, are to be extended to Maricopa County. The contractor shall notify Maricopa County of these price adjustments within seven days of occurrence. The bidder certifies in signing this bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

# 2.14 REQUIRED TESTING:

Vendor(s) shall submit, with the bid, actual test results from an independent third party AASHTO accredited laboratory (accredited in asphalt cements) showing the material proposed, manufactured by the Vendor, meets the requirements of the technical specifications. These test results must be current (within one year of the bid opening date) and provided to Maricopa County with the bid documents. THIS REQUIREMENT IS MANDATORY

# 2.15 DELIVERY/APPLICATION VENDORS:

Material vendor shall be fully responsible for the delivery/application of material. All third party delivery/application vendors must be contracted to the material vendor.

#### 2.16 VENDOR ACKNOWLEDGEMENT:

Vendor signature below acknowledges that <u>all</u> of the specifications herein are met, or that exceptions to these specifications are fully identified in attached data. Amplifying data attached, if any, shall be clearly identified and specific.

#### 2.17 RETURNED MATERIAL CREDIT:

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate paid.

## 2.18 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

#### 2.19 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

## 2.20 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

# 2.21 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

# 2.22 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.22.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.22.2 Pricing pages, MANDATORY
- 2.22.3 Product lab test report(s), original and one copy, MANDATORY
- 2.22.4 Vendor Information, MANDATORY
- 2.22.5 Agreement page, MANDATORY
- 2.22.6 References

## 2.23 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Invitation for Bids.

## 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) one year options. The Contractor shall be notified in writing by the Materials Management Department of the County's Intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

## 3.3 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

## 3.4 SHIPPING:

Bid prices shall be made **F.O.B. plant** <del>F.O.B. destination</del> to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

## 3.5 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor:
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

#### 3.6 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

#### 3.7 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less that the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

## 3.8 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00.** No other request is valid.

## 3.9 INDEMNIFICATION AND INSURANCE:

#### 3.9.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

# 3.9.2 INSURANCE REQUIREMENTS.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.9.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.9.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

### 3.9.3 CERTIFICATES OF INSURANCE.

3.9.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

# 3.9.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

#### 3.9.5 CANCELLATION AND EXPIRATION NOTICE.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

# 3.10 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the award of the contract to the Contractor.

(A) A Performance Bond in the amount of \$750,000.00, conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bond shall not be executed by an individual surety or sureties. The bond shall be made payable and acceptable to the Contracting Agency. The bond shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bond shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

#### 3.11 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

## 3.12 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

#### 3.13 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

# 4.0 **CONTRACT TERMS AND CONDITIONS:**

# 4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

#### 4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

# 4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

# 4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

#### 4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

#### 4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

# 4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

#### 4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

#### 4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

# 4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

#### 4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

## 4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

## 4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

# 4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

## 4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

# ERGON ASPHALT PRODUCT INC, 420 N ROOSEVELT AVE, CHANDLER, AZ 85226

PRICING SHEET C5610 NIGP CODES 74508, 74							
WILLING TO ACCEPT	FUTURE SOLICITA	TIONS VIA EM	IAIL:X	YESNO	)		
WILL YOUR FIRM AC	CEPT A PROCUREM	IENT CARD FO	R INVOICE	PAYMENT?	YES _	_X 1	NC
IF YES, MAY THE CO BID/RFP WHEN PAYIN					OUR FIR	M IN TI	HIS
INTERNET ORDERING	G CAPABILITY:	YESX	NO	_ % DISCOUNT			
OTHER GOV'T. AGEN	CIES MAY USE THIS	S CONTRACT:	XYES	NO			
PRICING: NOTE: DO NOT INCLUTE to this contract will be SIGNING THIS AGRETHE TERMS AND CONTRACTORS.	listed on the purchase EMENT THAT PRICE	e order and allo	wed at time	of payment BIE	DERS CE	RTIFY	ВΥ
2.1 PETROLEUM	DECIN:						
	2.1.1 Petroleum Resi	in		\$ 350.00 /ton			
2.5 ACRYLIC SEA	AL ASPHALT:						
	2.5.1 Asphaltic Acry	lic		\$ 405.00 /ton			
2	2.5.2 Brand Name:	Plas	tic Seal II (se	e attached spec)			
DELIVERY FLAT	RATE:						
	Zone 1/each trip			\$ 300.00 /trip			
	Zone 2/each trip			\$ 280.00 /trip			
	Zone 3/each trip			\$ 360.00 /trip			
2	Zone 4/each trip			\$ 360.00 /trip			
RETURN DELIVE	RY FLAT RATE (app	licable only who		d material is retu	rned		
7	Zone 1/each trip	1	3,	\$ 180.00 /trip			
	Zone 2/each trip			\$ 180.00 /trip			
	Zone 3/each trip			\$ 180.00 /trip			
2	Zone 4/each trip			\$ 180.00 /trip			
DISTRIBUTION T	RUCK RENTAL:						
	Spreading Price/Hour			\$ 120.00 /hour			
	Spreading Price-O.T./I	Hour		\$ 140.00 /hour			
TR ∆NSP∩RT STAN	NDBY/HOUR (after st	andard no chara	e allowance):	\$ 75.00 /hour			
	standard no charge allo			1-1/2 hours			

# ERGON ASPHALT PRODUCT INC, 420 N ROOSEVELT AVE, CHANDLER, AZ 85226

Terms: NET 30

Federal Tax ID Number: 72-1355925

Vendor Number: 721355925

Telephone Number: 480/940-9500

Fax Number: 480/940-9595

Contact Person: Dennis Ryan

E-mail Address: <u>DENNIS.RYAN@ERGON.COM</u>

Insurance Certificate Required

Performance Bond Required \$750,000.00

Contract Period: To cover the period ending MARCH 31, 2004

# KOCH ASPHALT SOLUTIONS-SOUTHWEST, PO BOX 2209, PEORIA, AZ 85380

PRICING SHEET C561002/B0604556 NIGP CODES 74508, 74510, 74512, 74556	
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:X	YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOI	CE PAYMENT?X YES NO
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNT BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?	
INTERNET ORDERING CAPABILITY: YESXNO	% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:XY	ESNO
PRICING: NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. to this contract will be listed on the purchase order and allowed at tip SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DI THE TERMS AND CONDITIONS SET FORTH HEREIN.	me of payment BIDDERS CERTIFY BY
ITEM DESCRIPTION	
2.3 LATEX MODIFIED EMULSIFIED ASPHALT: 2.3.1 CRS-2H + LATEX	\$ 190.00 /ton
2.4 TIRE RUBBER SBS POLYMER COMBINATION ASPHALT 2.4.1 TIRE RUBBER/SBS POLYMER	\$ 248.80 /ton
DELIVERY FLAT RATE:  Zone 1/each trip  Zone 2/each trip  Zone 3/each trip  Zone 4/each trip	\$ 350.00 /trip \$ 350.00 /trip \$ 350.00 /trip \$ 350.00 /trip
RETURN DELIVERY FLAT RATE (applicable only when non-reject the request of the County):	ected material is returned
Zone 1/each trip Zone 2/each trip Zone 3/each trip Zone 4/each trip	\$ 150.00 /trip \$ 150.00 /trip \$ 150.00 /trip \$ 150.00 /trip
DISTRIBUTION TRUCK RENTAL:  Spreading Price/Hour  Spreading Price-O.T./Hour	\$ 94.00 /hour \$ 104.00 /hour
TRANSPORT STANDBY/HOUR (after standard no charge allowand State/define standard no charge allowance REQUIRED:	ce): <u>\$ 55.00 /hour</u> <u>1-1/2 hours</u>
STORAGE TANKER RENTAL/DAY RATE:	\$ 250.00 /day

# KOCH ASPHALT SOLUTIONS-SOUTHWEST, PO BOX 2209, PEORIA, AZ 85380

Terms: NET 30

Federal Tax ID Number: 85-0471346

Vendor Number: 850471346 B

Telephone Number: 623/939-3311

Fax Number: 623/930-5403

Contact Person: Al Anderson

Insurance Certificate Required

Performance Bond Required \$750,000.00

Contract Period: To cover the period ending MARCH 31, 2004

# PARAMOUNT PETROLEUM CORP, 1935 W MCDOWELL ROAD, PHOENIX, AZ 85009

PRICING SHEET C561002/B06 NIGP CODES 74508, 74510, 74					
WILLING TO ACCEPT FUTUE	RE SOLICITATIONS VIA E	EMAIL:X	YESNO		
WILL YOUR FIRM ACCEPT A	A PROCUREMENT CARD I	FOR INVOICE	PAYMENT?	YES	_X NO
IF YES, MAY THE COUNTY BID/RFP WHEN PAYING WIT				UR FIRM	IN THIS
INTERNET ORDERING CAPA	ABILITY:X_ YES	NO	_ % DISCOUNT		
OTHER GOV'T. AGENCIES M	AY USE THIS CONTRACT	T:XYES	NO		
PRICING:					
NOTE: DO NOT INCLUDE SA	ALES/USE TAX IN YOUR E	BID PRICE. Th	e percentage of sale	es/use tax a	pplicable
to this contract will be listed o	on the purchase order and al	llowed at time	of payment BIDD	ERS CERT	FIFY BY
THE TERMS AND CONDITIO					
ITEM DESCRIPTION					
2.2 LIQUID AND EMULS	SIEIED ASDHAI T				
2.2.1 EIQUID AND EMICES 2.2.1			\$ 208.00 /ton		
2.2.2			\$ 208.00 /ton		
2.2.3			\$ 143.00 /ton		
HEATED WATER & TRUC	CK FLUSHING SERVICE:				
	D WATER		\$ .0825 /gal		
TRUCK	FLUSH SERVICE		\$ 400.00 /ea		
DELIVERY FLAT RATE:					
Zone 1/e	each trip		\$ 250.00 /trip		
Zone 2/e	each trip		\$ 300.00 /trip		
Zone 3/e			\$ 300.00 /trip		
Zone 4/e	each trip		\$ 350.00 /trip		
RETURN DELIVERY FLA	AT RATE (applicable only w at the request of the C		d material is returne	ed	
Zone 1/e			\$ 125.00 /trip		
Zone 2/e			\$ 150.00 /trip		
Zone 3/e			\$ 150.00 /trip		
Zone 4/e	each trip		\$ 175.00 /trip		
DISTRIBUTION TRUCK I	RENTAL:				
Spreadin	ng Price/Hour		\$ 95.00 /hour		
	ng Price-O.T./Hour		\$ 100.00 /hour		
	HOUR (after standard no cha I no charge allowance REQU		\$ 60.00 /hour 1-1/2 hours		
STORAGE TANKER REN	TAL/DAY RATE:		\$ 150.00 /day		

# PARAMOUNT PETROLEUM CORP, 1935 W MCDOWELL ROAD, PHOENIX, AZ 85009

Terms: NET 30

Federal Tax ID Number: 95-4189500

Vendor Number: 954189500

Telephone Number: 602/252-3061

Fax Number: 602/257-8831

Contact Person: Bonnie Hall

Company Web Site: <a href="www.ppcla.com">www.ppcla.com</a>

Insurance Certificate Required

Performance Bond Required \$750,000.00

Contract Period: To cover the period ending MARCH 31, 2004